

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Art Unit : 2878
Examiner : Eric J. Spears
Applicants : Kenneth Schofield, Mark L. Larson and Keith J. Vadas
Serial No. : 09/992,441
Filing Date : November 16, 2001
For : VEHICLE HEADLIGHT CONTROL USING IMAGING SENSOR

Commissioner for Patents
Washington, D.C. 20231

Dear Sir:

**TERMINAL DISCLAIMER TO OBVIATE A DOUBLE PATENTING
REJECTION [37 C.F.R. 1.321(b)]**

The undersigned Disclaimant, Niall R. Lynam, is Senior Vice President and Chief Technical Officer of Petitioner and represents that he is empowered to act on behalf of the Petitioner and Assignee identified below.

Petitioner, Donnelly Corporation, 414 East Fortieth Street, Holland, Michigan 49423, is the Assignee and owner of the entire right, title and interest in and to the above-identified application and invention. This application is a continuation of prior application Serial No. 09/599,979, filed on June 22, 2000, now Patent No. 6,320,176, which is a continuation of Serial No. 09/135,565, filed on August 17, 1998, now Patent No. 6,097,023, which is a continuation of Serial No. 08/621,863, filed on March 25, 1996, now Patent No. 5,796,094, which is a continuation-in-part of Serial No. 08/023,918, filed on February 26, 1993, now Patent No. 5,550,677. The Assignment to Petitioner for the present application was recorded at Reel 7924, Frame 0115.

Petitioner and Assignee state that the evidentiary document, namely the Assignment, has been reviewed, and Petitioner hereby certifies that, to the best of its knowledge and belief, title is in the Assignee seeking to take the below action.

Petitioner hereby disclaims the terminal part of any patent granted on the above-identified application, which would extend beyond the expiration of the full statutory term of United States Patent No. 5,796,094, which issued on August 18, 1998, and hereby agrees that any patent so granted on the above-identified application shall be enforceable only for and

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during such period that the legal title to said patent shall be the same as the legal title to United States Patent No. 5,796,094, which issued on August 18, 1998, this agreement to run with any patent on the above-identified application and to be binding upon the grantor, its successors or assignees.

Petitioner does not disclaim any part of any patent granted on the above-identified application prior to the expiration date of the full statutory term of United States Patent No. 5,796,094, which issued on August 18, 1998, in the event that the respective patent later: expires for failure to pay a maintenance fee, is held unenforceable, is found terminally disclaimed under 37 C.F.R. 1.321(a), has all claims canceled by a re-examination certificate or is otherwise terminated prior to expiration of its statutory term as presently shortened by any terminal disclaimer, except for the separation of legal title stated above.

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further, that the statements are made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment or both, as set under Section 1001, Title 18, of the United States Code, and that such willful false statements may jeopardize the validity of the application or any patent issuing thereon.

DONNELLY CORPORATION

Date: July 10 2002

By: Niall R. Lynam
Niall R. Lynam
Senior Vice President and
Chief Technical Officer

ASSIGNMENT

WHEREAS, Kenneth (NMI) Schofield, Mark L. Larson and Keith J. Vadas, residing at 4793 Crestridge Court, Holland, MI 49423; 13873 Oakwood Circle, Grand Haven, MI 49417; and 552 Harrison Avenue, Coopersville, MI 49404; respectively (hereinafter referred to as Assignors), have invented certain new and useful improvements in VEHICLE HEADLIGHT CONTROL USING IMAGING SENSOR for which an application for United States Letters Patent was executed on even date herewith.

WHEREAS, Donnelly Corporation, a corporation of the State of Michigan, having a place of business at 414 East Fortieth Street, Holland, MI 49423 (hereinafter referred to as Assignee), is desirous of acquiring the entire right, title and interest in and to said invention and in and to any Letters Patent that may be granted therefor in the United States and in any and all foreign countries.

NOW, THEREFORE, in consideration of the sum of one dollar (\$1.00), the receipt of which is hereby acknowledged, and for other good and valuable considerations, Assignors hereby sell, assign and transfer unto said Assignee the full and exclusive right, title and interest to the said invention in the United States and in all foreign countries and the entire right, title and interest in and to any and all Letters Patent which may be granted therefor in the United States and in any and all foreign countries and in and to any and all divisions, reissues, continuations, continuation-in-part, and extensions thereof including the full right to claim for any such applications the benefits of the International Convention.

Assignors hereby authorize and request the Patent Office Officials in the United States and in any and all foreign countries to issue any and all of said Letters Patent, when granted, to said Assignee as the owner of the entire right, title and interest in and to the same, for the sole use and behoof of said Assignee, its successors and assigns.

FURTHER, Assignors agree to communicate to said Assignee or its representatives any facts known to Assignors respecting said invention, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuation, continuation-in-part, substitution, renewal, and reissue applications, execute all necessary assignment papers to cause any and all of said Letters Patent to be issued to said Assignee, make all rightful oaths and generally do everything possible to aid said Assignee, its successors and assigns, to obtain and enforce proper protection for said invention in the United States and in any and all foreign countries.

IN TESTIMONY WHEREOF, we have hereunto set our hands on the dates appearing next to our signatures.

Witness:

Eldon J. Nyhof
Eldon J. Nyhof
Eldon J. Nyhof

Inventors:

Kenneth Schofield
Kenneth (NMI) Schofield
Mark L. Larson
Mark L. Larson
Keith J. Vadas
Keith J. Vadas

Date:

3/22/96
3-22-96
3/22/96